

RECEIVED  
MAY 29 2009  
LEGAL DEPARTMENT



State of Tennessee

Department of State

Division of Business Services

312 Rosa L Parks Ave

8th Floor Wm. R. Snodgrass Tower  
Nashville, Tennessee 37243

030 -  
149355

5/26/2009  
Date

70090080000099475990  
Certified Number

File No: 09C693

Company: LEXINGTON INSURANCE COMPANY

Name:

Agent/POE:

Address: 100 SUMMER STREET  
BOSTON, MA 02110

Country:

RE: REBECCA RODDY

VS: LEXINGTON INSURANCE COMPANY

Notice of Service

The enclosed summons and attachments are hereby officially served upon you by the Office of the Tennessee Secretary of State pursuant to Tennessee Law. Please refer to the summons and attachments for details concerning the lawsuit filed against you. If you have any questions, please contact the clerk of the court which issued the summons. You can obtain the court's telephone number by calling information (area code) 555-1212. The name of the court and county where the court is located will be on the attached summons.

The summons will either tell you a court date and time at which you must appear to defend yourself or tell you the number of days from the day you are served within which you must file an answer upon the plaintiff's attorney. Failure to appear in court at the time specified or failure to answer the summons within the given time could result in a judgement by default being rendered against you for relief sought in the lawsuit.

The Secretary of State's Office cannot give you legal advice. If you need legal advice, please consult a private attorney.

Sincerely,

*Tre Hargett*

Tre Hargett  
Secretary of State

enclosures

Initials:  CRR i

CC:

# State of Tennessee

In the Circuit Court of Hamilton County

Rebecca Roddy  
Plaintiff

No. 09 CL 093

RECEIVED  
08 MAY 20 09 AM 9:40  
CLERK, CIRCUIT COURT  
LEXINGTON INSURANCE COMPANY

Lexington Insurance Company  
Defendant

## SUMMONS

To: Lexington Ins. Company 100 Summer Street, Boston, Ma 02110  
Defendant Address

Defendant Address

Defendant Address

You are hereby summoned to answer and make defense to a bill of complaint which has been filed in the Circuit Court of Hamilton County, Tennessee in the above styled case. Your defense to this complaint must be filed in the office of the Circuit Court Clerk c Hamilton County, Tennessee on or before thirty (30) days after service of this summons upon you. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint.

WITNESSED and issued this 20th day of May, 2009

CIRCUIT COURT OF HAMILTON COUNTY  
500 COURTHOUSE  
625 GEORGIA AVENUE  
CHATTANOOGA, TENNESSEE 37402  
423/209-6700

Paula T. Thompson, Circuit Court Clerk

Bethany Munson  
Deputy Circuit Court Clerk

Attorneys for Plaintiff \_\_\_\_\_

Address  
Plaintiff's Address STATE

Received this 06 25 May 09 2009

/S/ Deputy Sheriff



ADA COORDINATOR, FOR ASSISTANCE CALL (209-6120)

**State of Tennessee,  
County of Hamilton**

I, Paula T. Thompson, Clerk of the Circuit Court and for the State and County aforesaid, hereby certify that the within and foregoing is true and copy of the original writ of summons issued in this case.



Paula T. Thompson, Circuit Court Clerk

By *[Signature]*

D.C.

**OFFICERS RETURN**

I certify that I served this summons together with the complaint as follows:

- On, \_\_\_\_\_, 20\_\_\_\_\_. I delivered a copy of the summons and complaint to the defendant, \_\_\_\_\_
- Failed to serve this summons within 30 days after its issuance because: \_\_\_\_\_

Deputy Sheriff \_\_\_\_\_

**CLERK'S RETURN**

I hereby acknowledge and accept service of the within summons and receive copy of same, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Defendant \_\_\_\_\_

Paula T. Thompson, Circuit Court Clerk

By \_\_\_\_\_ D.C.

**Note to Defendant(s)**

Tennessee law provides a four thousand (\$4,000.00) judgment. If a judgment should be entered against you, file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final, it issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary for books. Should any of these items be seized you may wish to seek the counsel of a lawyer.

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE

REBECCA RODDY,  
Plaintiff,

vs.

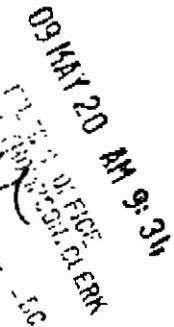
LEXINGTON INSURANCE COMPANY,  
Defendant

)  
NO. 09CL093  
) DIV. \_\_\_\_\_

COMPLAINT

Comes the Plaintiff, Rebecca Roddy, and for her cause of action would show unto the Court as follows:

1. The Plaintiff, Rebecca Roddy, at all material times was and is a resident of Chattanooga, Hamilton County, Tennessee.
2. The Defendant, Lexington Insurance Company, at all material times was transacting business in the State of Tennessee and issuing policies of insurance coverage to the consumer within the State of Tennessee, including Hamilton County, Tennessee.
3. The Plaintiff was the owner of a home located at 329 Stringer Street, Chattanooga, Hamilton County, Tennessee, 37405. The plaintiff had purchased a home insurance policy from the defendant which included coverages for physical loss of the home and its contents for various reasons, including fire. The aforesaid policy is attached hereto as Exhibit 1 and incorporated by reference herein. At all material times the plaintiff avers that coverages afforded in the aforesaid home policy were in full



*force and effect.*

4. On or about May 21, 2003, a fire engulfed the home owned by the plaintiff developing in the total loss of the home and all contents contained therein.
5. The defendant Lexington Insurance company paid the Plaintiff the amount of approximately Seventy Eight Thousand Seven Hundred Eighty Seven Dollars and Thirty Two Cents (\$78,787.32) of which One Thousand Dollars (\$1,000) was withheld for deduction making the actual amount Seventy Seven Thousand Seven Hundred Eighty Seven Dollars and Thirty Two Cents (\$77,787.32) for partial loss of the home pursuant to the terms and conditions contained in the home policy issued by the Defendants and owned by the Plaintiff.
6. The Plaintiff was asked by the Defendant and to furnish a personal property inventory outlining all personal property owned by the Plaintiff that was destroyed by the fire which engulfed the home on May 21, 2003. The Plaintiff, in compliance with the request by the Defendant, furnished a complete personal property listing which was received by the Defendant and paid.
7. Since the partial payment for the damage to the structure, it has determined that the structure was a total loss. According to the policy provision Plaintiff is owed approximately Fifty-One Thousand Two Hundred Twelve and Sixty Eight cents (\$51,212.68) representing the

difference between the payment made and the total loss value of One-Hundred Thirty Thousand Dollars (\$130,000.00)

8. *In spite of repeated requests by the Plaintiff to pay the remaining Fifty-One Thousand Two Hundred Twelve and Sixty cents (\$51,212.68), The Defendant has failed and refused to issue payment to the Plaintiff pursuant to the terms of policy of insurance owned by the Plaintiff and issued by the Defendant at the time of the fire. The aforesaid failure to issue payment for the Plaintiff's loss has resulted in extreme hardship and emotion distress for the plaintiff, due to the actions of the Defendant 's constitute of bad faith.*
9. In addition, Plaintiff is entitled to Six Thousand Dollars (\$6,000.00) for landscaping and Six Thousand Dollars (\$6,000.00) for the demolition reimbursement, according to the provisions of the policy.
10. The actions of the Defendant in failing and refusing to pay pursuant to the terms of the contract constitute a violation of the Tennessee Consumers Protection Act.

PREMISES CONSIDERED, PLAINTIFFS PRAY:

1. That she be awarded the sum of Sixty-Three Thousand Two Hundred Twelve and Sixty Eight cents (\$63,212.68) in compensatory damages.
2. That she be awarded One Hundred Thousand Dollars (\$100,000) in *punitive damages due to the willful and intentional acts committed by the*

defendant in the failure to pay under the terms and conditions of the policy of insurance coverage's sold to the Plaintiff.

3. That Plaintiff be awarded post pre-judgment and post judgment interest on the amount awarded as judgment.
4. That Plaintiff have such further and general relief to which she is entitled.
5. That a jury of twelve (12) people try all of the issues enjoined in this matter.

Respectfully submitted,

By: Rebecca Roddy  
5/20/09